Baltimore City - Sitting in Equity.

The Petition of Ann McMechen respectfully shows, that on the 7th day of September in the year 1849, John H. Ing made and executed to her a deed of Mortgage to secure to her the payment of Three thousand dollars, and interest payable three years after the date of said Mortgage, and signed his promissory note for said amount, which was duly stamped according to law. And she herewith files the original Deed of Mortgage, and the promissory note aforesaid, as part of this her petition, by which the facts above related will more fully appear to the Court - and she shows further, that the said Mortgagor John H. Ing has made default in the payment of the said Mortgage debt aforesaid, although the same is past due, and demand has been made of him.- And she shows further that said Mortgage deed is made subject to the provisions of the Act of Assembly of Maryland of 1833. Chapter 181 - And that said Mortgagor consents upon the face of the said Mortgage to the passage of a Decree by any Court of Equity of Competent jurisdiction - And she avers to the Court, that the entire principal of said Mortgage debt is over due and unpaid with interest from the seventh day of September in the year eighteen hundred and fifty two - And she prays the Court to pass its Decree for the sale of the Mortgaged property, or so much thereof as may be necessary to pay her debt aforesaid, with Interest and Costs. And she avers that before the day of sale she will file in this honorable Court her Affidavit of the Amount due to her under her said Mortgage as provided for by said Act of 1833. ch 181. And as in duty bd.

Benj.n C. Barroll, Solicitor for
Ann McMechen.

The Mortgage and Promissory Note referred to in said petition are as follows, to wit:

This Indenture, made this seventh day of September in the year of our Lord one thousand eight hundred and forty nine between John H. Ing of the City and County of Baltimore in the State of Maryland and Lydia A.S. Ing, his wife of the one part and Ann McMechen, of the City of Washington in the District of Columbia of the other part:- Whereas the said Ann McMechen hath loaned to the above named John H. Ing, the sum of Three thousand dollars lawful money of the United States, for the payment of which he has passed to her his promissory note bearing even date herewith, payable three years after date, drawn in her favor, or order, and Stamped according to law, and for the interest thereon in the mean time; payable semi-annually, the said John H. Ing hath also passed his six Promissory notes of even date with these Presents, each for the sum of Ninety dollars, payable at intervals of six months in regular succession, all of them also drawn in favor of the said Ann McMechen, or order.

And whereas for the purpose of more effectually securing the payment of the said principal Sum of Three thousand dollars, and the interest thereon semiannually as aforesaid, according to the terms of the promissory notes above referred to, the said John H. Ing and wife have agreed to execute these presents.- the execution whereof being

a condition precedent to making said loan.

Now This Indenture Witnesseth, that in consideration of the above recited premises, and of the Sum of Five dollars lawful money of the United States to the said parties hereto of the first part paid, by the party of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged the said John H. Ing and Lydia A.S. his wife, have granted, bargained and sold, aliened, enfeoffed and Conveyed, assigned, transferred and made over, and by these presents, do grant, bargain and sell, alien, enfeoff and convey, assign, transfer and make over, unto the said Ann McMechen, her Heirs, executors, administrators and assigns, All that Lot piece or parcel of ground, situate and lying in the City of Baltimore aforesaid, as described as follows: that is to say: Beginning for the same on the line of the South Side of Fayette Street, Easterly one hundred and eighty one feet from the Northwest Corner of the Mechanics Bank of Baltimore, and at a point Two feet Six inches easterly from the North East Corner of Samson Carrs' three story brick dwelling and running thence Easterly bounding on Fayette Street Twenty two feet five inches to the North-east Corner of the Three Story brick dwelling erected on the Lot now being described, thence Southerly at eight angles to Fayette Street, one hundred and one feet, to the range of the Stone wall erected on the North end of the Lot fronting on Baltimore Street, thence westerly parallel with Baltimore Street, and bounding on said Stone wall seventeen feet, thence Northerly parallel with the second line of the Lot now being described five feet. - thence westerly two feet nine inches to the fence now erected as the dividing line between this Lot and the Lot on the west belonging to Samson Carrs thence with said fence and the west side of the gable end wall of the House erected on this Lot northerly - ninety six feet, or thereabout to the place of Beginning. [being the same ground that, by Indenture bearing date the Eighteenth day of December eighteen hundred and forty seven, and recorded among the Land Records of Baltimore County in Liber A.W.S. No 385 folio 463 &c. was demised and leased by Michael F. Keyser to the said John H. Ing and his assigns for the term of Ninety Nine years renewable forever, at and under the yearly rent of one hundred and fifty dollars, payable half yearly on the first day of January and July respectively in each year, and as the same ground described in two several Indentures of Mortgage from the said John H. Ing one of them to the said Michael F. Keyser, bearing date the eighteenth day of September eighteen hundred and forty seven, and recorded among the Land records aforesaid in Liber A.W.S. No 385 folio 465 &c. to secure the sum of one thousand dollars and interest: and the other to Emily J. Walker Guardian, bearing date the Twenty first day of April, Eighteen hundred and forty nine, and recorded among the Land records, aforesaid in Liber A.W.S. No 412. folio 78 &c. to secure the sum of Two thousand dollars and interest, and which two Indentures of Mortgage are still in force]. Also all those Lots, pieces or parcels of Ground situate and lying in the City of Baltimore aforesaid distinguished on a plat of Carlet Hall's property on Federal Hill by the numbers 86, [Eighty six] 87. [Eighty seven] 167 [one hundred and Sixty seven]. 168 [one hundred and Sixty Eight]. and 169. [one hundred and Sixty nine]. which Lots Eighty six and Eighty Seven were on the Twenty seventh day of August, Eighteen hundred and forty nine, sub-leased and demised by Hugh McElderry to a certain Alexander M. Walker, at and under the yearly rent of one hundred and twenty dollars, said Lots being situate on the West side of Washington Street, at the distance of Ninety feet south from the South west Corner of Washington and Water Streets, and are together sixty feet in front, and extend for depth Eighty two feet to an Eighteen